Google

Application Terms and Conditions

These application terms and conditions (**"terms and conditions"**) set out the eligibility conditions for applying for Google's Innovation Challenge (**"GNI Challenge"**). By submitting an application, you accept these terms and conditions. Successful applicants will be required to enter into a funding agreement with Google Asia Pacific Pte Ltd. (**"Funding Agreement"**), as a condition of receiving the funding.

In these terms and conditions:

- **"affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with, a party;
- "**controller personal data**" means any personal data (as defined under Data Protection Legislation) that is processed by a party under the Agreement in connection with the Project;
- "**data protection legislation**" means, as applicable: (a) the GDPR; and/or (b) any other applicable data protection or privacy laws and regulations in an Eligible Geography;
- "**eligible geographies"** means any of Australia, Bangladesh, Bhutan, Brunei, Cambodia, Cook Islands, East Timor, Easter Island, Fiji, Hong Kong SAR, India, Indonesia, Japan, Laos, Macau SAR, Malaysia, Maldives, Mongolia, Myanmar, Nepal, New Caledonia, New Zealand, Pakistan, Papua New Guinea, Philippines, Samoa, Singapore, Solomon Islands, South Korea, Sri Lanka, Taiwan, Thailand, Tokelau, Tonga, Tuvalu, Vanuatu, Vietnam
- "**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
- **"intellectual property rights"** means all copyright, moral rights, patent rights, trade and service marks, design right, rights in or relating to databases, rights in or relating to confidential information (including trade secrets), rights in relation to domain names, and any other intellectual property rights (registered or unregistered) throughout the world;
- **"project personnel"** means any employee, consultant, agent, contractor or subcontractor (or an employee, consultant, agent, contractor or subcontractor thereof) engaged by you for the project;
- **"we"**, **"us"** and **"our"** means Google Asia Pacific Pte Ltd. (**"Google"**);
- **"you"** and **"your"** means you in your capacity as an applicant;
- the words **"include"** and **"including"** will not limit the generality of any words preceding them; and
- any reference to a **"third party"** in these terms and conditions includes your project personnel, affiliates, collaborators and collaborators' affiliates.

1. ELIGIBILITY REQUIREMENTS

1.1. To be eligible for funding, you must comply with these terms and conditions.

1.2. **Applicant requirements**: to be eligible for funding, applicants must meet the following requirements:

(a) organisations of every size, companies, associations, academic or non--profit bodies, partnerships or freelancers and sole traders (**"Organisations"**) and that are incorporated must be incorporated and registered in an Eligible Geography

(b) applicants that are unincorporated Organisations must be registered in an Eligible Geography;

and

(c) applicants that are Organisations must not be solely or substantially managed or operated by any person that is a member of the GNI Challenge Jury, or by any person that is the immediate family or lives in the same household(s) as any such persons.

1.3. Each applicant may only submit one application in each application round. For organisations that are part of a larger group or holding structure, we are unlikely to fund more than 3 projects per group or holding per application round.

1.4. Multiple applications for the same project will not be considered.

1.5. **Collaborative project requirements**: where an application is for a project involving a number of Organisations collaborating together, each a **"collaborator"**, it will be considered a **"Collaborative Project"**. Collaborative Projects include all projects where any party other than the applicant contributes funding or resources to the project. The following additional restrictions apply to Collaborative Projects:

(a) one applicant (**"Lead Applicant"**) must be selected to submit the application on behalf of all collaborators;
(b) all collaborators must meet the applicant requirements set out at clause 1.2;
(c) the Lead Applicant must obtain the consent of, and all necessary agreements, releases, licences, and approvals from, all collaborators before submitting the application;
(d) the Lead Applicant accepts these terms and conditions, and warrants that it will procure each collaborator's compliance with these terms and conditions and enter into with each collaborator a written agreement that is at least as protective of us as these terms and conditions (and, in particular, the Lead Applicant's attention is drawn to clause 6 below). The Lead Applicant agrees that a breach of these terms and conditions by any collaborator will be deemed a breach by the Lead Applicant. We reserve the right to require any or all collaborators to contract directly with us prior to progressing an application;
(e) applications for Collaborative Projects will be void if the Lead Applicant does not disclose all collaborators; and
(f) where the application is successful, the Lead Applicant will be required to enter into the Funding Agreement as a condition of receiving the funding and will be responsible for (i) ensuring that the funding provided is distributed in accordance with the terms of the Funding Agreement and (ii) procuring that all collaborators also comply with the terms of the Funding Agreement. We reserve the right to require any or all collaborators to also enter into the Funding Agreement directly.

1.6. **Eligible Projects**: to be eligible for funding, projects must:

(a) be in a pre--launch phase (for example, at a design or prototype stage). Projects must not already be launched and live at the time of application;
(b) request funding for a maximum duration of preferably one year;
(c) relate to and promote the development of the online news industry, with a focus on news output. Projects for general digital products and services that do not specifically relate to the news industry (for example social media or ads platforms) are not eligible for funding;
(d) clearly demonstrate through measurable indicators the project's potential to create economic value for the applicant's business (for example a new revenue stream or cost savings);
(e) have a specific innovative component and involve or promote the production of original

journalism. The following projects are, therefore, not eligible for funding:

- projects that are limited to the creation or publication of content without a specific innovative component (for example, projects relating to news coverage only or projects merely translating news content into other languages);
- education or training projects;
- upgrades of legacy publishing systems; and
- projects that relate to simply collating or listing data (for example, the publication of job listings or stock exchange data, or the republication of newswires articles);

1.7. Projects can be for use on any electronic device (including connected TVs and wearables). There is no requirement to use Google technology.

1.8. We will, acting in our absolute discretion, use these eligibility requirements to decide which applications to accept or reject. You acknowledge and agree that the final decision of who is eligible is not open to negotiation or dispute. There is no obligation for us to review applications that do not comply with these terms and conditions.

2. FUNDING CAPS

2.1. Google will award up to $300,000.00 for each project, up to a maximum of 70% of the total project budget. These funding levels may be varied by us in our absolute discretion. The exact amount of funding provided by us for any project will be determined by us acting in our absolute discretion.

2.2. Except for Collaborative Project applications, Organisations comprised of just one individual may only apply if they are a registered freelancer or sole trader.

2.3. Subject to clauses 5 (Eligible Expenses and Payment) and 2.4, projects that are awarded funding will receive a maximum of the lower of (i) 70% of the overall costs of the relevant project and (ii) $300,000.

2.4. Notwithstanding clause 2.5, we may, acting in our absolute discretion, award more than 70% of the overall costs and/or more than $300,000 to (i) large Collaborative Projects or (ii) large projects that significantly benefit the broad news ecosystem.

2.5. When determining the overall project costs for the purpose of clauses 2.3 and 2.4, any funding not provided by us must also entirely or predominantly be spent on eligible expenses (as set out at clause 5.2). To the extent that any non--eligible expenses are included in your assessment of the proportion of overall project costs that will not be funded by us, this must be agreed by us in writing in advance (at our sole discretion).

3. APPLICATION AND SELECTION PROCESS

3.1. The application rounds and indicative application timetable (including indicative timeframes for decision- making) will be set out on our website at newsinitiative.withgoogle.com. We may add further application rounds (or withdraw rounds) and amend all indicative timeframes at our absolute discretion.

3.2. We may require additional information from you to properly assess your application. We will then contact you using the contact details provided by you to request (i) an interview to discuss your application and/or (ii) that you provide further supporting documentation. If you are unable to comply with such request within the reasonable time frame requested by us, your application will be rejected.

3.3. We will contact both successful and unsuccessful applicants at the email address provided by you in your application form. We will not be obliged to provide feedback on unsuccessful applications but may do so (in our absolute discretion) where we deem appropriate.

3.4. Applications may be submitted until the closing date for the relevant application window. Applications submitted after this deadline will be rejected and should be re-submitted it in the next application round. We will not be responsible for any late, lost, incomplete, corrupted, damaged or otherwise illegible applications and such applications will be void.

3.5. Applications must be in English and submitted through the web form at https://newsinitiative.withgoogle.com/innovation-challenges.

3.6. We may (in our absolute discretion) reject any application where we believe that we are prohibited from working with any relevant applicant or collaborator. We reserve the right to screen each applicant and collaborator against any applicable government sanctions list in order to verify eligibility and, by making this application, you agree that we may do so.

3.7. We may (in our absolute discretion) withdraw our offer to you if either: (i) we do not receive a response from you within 45 days of us making an offer of funding to you, or (ii) you have not entered into a Funding Agreement with us within 6 months of us making an offer of funding to you.

4. SELECTION CRITERIA

4.1. Projects will be evaluated against these main criteria:

(a) challenge theme;
(b) impact on the news ecosystem;
(c) innovation / use of technology;
(d) feasibility; and
(e) knowledge sharing.

4.2. *Challenge theme* assesses how much the proposal addresses the key theme of the specific round of the GNI Innovation Challenge (generation of reader revenues). Preferred projects will:

(a) address the challenge of creating new forms of revenue from readers; and
(b) have a monetisation component.

4.3. *Impact on the news ecosystem* assesses how much the proposal addresses digital opportunities in original journalism or the improvement of business models in the news ecosystem. Preferred projects will:

(a) be focused on a particular project rather than on a broad digital agenda;
(b) demonstrate the potential for a significant impact on the issue(s) addressed and the news ecosystem's economic sustainability (for example, through the addition of new revenue

streams or the creation of new assets);

(c) be collaborative with other industry players (for example, involve a consortium of publishers, national or international associations, individuals and journalists); and

(d) be from applicants with a pre-existing involvement in the news industry or that employ at least one professional journalist who can evidence a previous contribution to the news industry.

4.4. *Innovation / use of technology* assesses the degree to which technology and innovation play a central role in the project. Preferred projects will:

(a) use technology in innovative ways; and

(b) be transformative to the applicant (the applicant's starting point will be taken into consideration).

4.5. *Feasibility* assesses the project's likelihood of success and economic sustainability after the funding period. Preferred projects will:

(a) have a sound business plan or clearly outline key performance indicators or metrics;

(b) set out key risks and how to mitigate them; and

(c) reflect a project poised for successful execution.

4.6. Knowledge sharing assesses the degree to which the project will contribute to knowledge sharing and ecosystem development. Preferred projects will:

(a) be designed to share learnings broadly; and

(b) contribute to the broader news ecosystem in some way.

4.7. Projects that have already secured funding from private investors or public subsidies are welcomed. Such funding may help demonstrate early interest in a project's innovative nature.

4.8. The GNI Challenge is intended to benefit the whole news industry, so we will aim to distribute funds broadly. For Organisations sitting within a larger group structure, we are unlikely to fund more than 3 projects per Organisation group per application round. Organisation groups are therefore encouraged to focus their applications on favoured projects.

4.9. Selection of the successful projects will be at our absolute discretion. We do not guarantee that any application will be successful.

4.10. We reserve the right to refuse funding for any project that we determine, in our absolute discretion, contains or relates to offensive, obscene, pornographic, defamatory or threatening content.

4.11. We intend to publicise our activities in relation to the GNI Challenge (whether to publicise the Google News Initiative, or our activities more generally), including by publicising which projects and applicants we offer funding to. You agree it is a condition of your application that we may publicise, including at events, in speeches, in our annual report, through social media, and in any medium online or offline: (i) aggregated data showing how funds from the GNI Challenge have been awarded, including by project type, industry sector and location; and (ii) project-specific information, including the names and location of applicants and collaborators, the funds awarded and a description of the project and/or project title. You grant to us and our affiliates a non--exclusive, worldwide, perpetual, irrevocable,

transferable, sub-licensable, fully paid--up and royalty--free licence to use your trade names, trade marks, logos and other distinctive brand features for this purpose. We will aim to inform you in advance of any such publication.

5. ELIGIBLE EXPENSES AND PAYMENT

5.1. Funding is conditional on successful applicants entering into a Funding Agreement with us. This Funding Agreement will contain more details about eligible expenses, payment timelines and other obligations that you must adhere to. We have summarized some of these conditions below. The Funding Agreement will supersede the terms of these terms and conditions.

5.2. Funding may only be used to meet eligible expenses, which, subject to clause 5.4, include:

(a) the payment of project personnel for their work on the project;
(b) engineering costs and the purchase or licensing of any equipment, tools, hardware, software and other assets or materials needed to work on the project (including in relation to product development, project management, user experience design, database build and maintenance, and hosting); and
(c) marketing expenses (up to a maximum of 20% of the total funding granted),or as otherwise agreed by us in writing.

5.3. Without prejudice to our broad discretion in fund allocation, we will review proposed eligible expenses and adjust accordingly the funding offered if, acting in our absolute discretion, we determine that you have overestimated the eligible expenses.

5.4. Funding may not be spent on: (i) general and overhead costs such as office rental, furniture and travel expenses; (ii) costs and expenses connected with registering, protecting, defending or monetising any intellectual property rights you may have (or that you may obtain through registration) including payments to any personnel engaged in such activities, or (iii) expenses or liabilities incurred before the date on which the parties enter into a Funding Agreement.

5.5. We may release funding to successful applicants in instalments, in accordance with any payment milestones we deem appropriate in our absolute discretion. We reserve the right to monitor and audit all successful projects to track funding use.

5.6. We will only allocate funding where this is permitted under applicable laws. You are responsible for complying with (and you will procure the compliance of all project personnel and collaborators with) all applicable laws in respect of receiving the funding, including (i) all applicable commercial and public anti--bribery laws, (ii) export laws and trade sanctions regulations; (iii) competition laws; (iv) intellectual property laws; (v) tax laws; and (vi) all local laws in the country in which you or any project personnel or collaborator resides, is registered, is incorporated or operates, as applicable.

5.7. All funding payments made are inclusive of any taxes that may be required, pursuant to local tax laws to be charged or collected by the successful applicants, as the case may be. For the avoidance of doubt, any taxes required to be paid by the successful applicants on account of the funding amount received shall be borne by and on the account of the successful applicants.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Except as expressly provided herein, as between you and us, you retain ownership of your intellectual property rights in and to your application and any subsequent information or materials provided to us by you or on your behalf as part of the application process (collectively, **"Application Materials"**). Nothing in these terms and conditions or the Funding Agreement grants you or any project personnel or collaborator (or their or your affiliates) any rights to or interest in any intellectual property rights of Google or its affiliates.

6.2. You agree that any Application Materials provided to us by you or on your behalf may be used by us and our affiliates in accordance with these terms and conditions, including: (i) to assess your application, (ii) if your application is successful, to provide funding under the Funding Agreement, (iii) in any publicity in accordance with clause 4.11, and (iv) to otherwise perform our rights and obligations under these terms and conditions (including to assess your ongoing compliance with these terms and conditions). We will not use your Application Materials in any other way without your express permission. You warrant that: (a) you have obtained and will maintain all necessary agreements, releases, licences, and approvals, including from any project personnel and collaborators (and including, where appropriate, a waiver of any relevant 'moral rights)', to execute the project and to disclose the Application Materials to us for the purposes set out in these terms and conditions; and (b) the execution of the project and provision of the Application Materials to us will not infringe any third party rights (including intellectual property rights) or put you in breach of any confidentiality obligations.

6.3. Notwithstanding clauses 6.1 and 6.2, you acknowledge that Google, its affiliates, and its and their directors, officers, employees and contractors (including members of the GNI Challenge Project Team or Jury) may independently (i) create, develop or purchase products, services, information or materials, or (ii) work on, sponsor or commission projects, related to or similar to the subject matter of your application.

6.4. You agree to indemnify Google, its affiliates, and its and their directors, officers, employees, contractors (including members of the GNI Challenge Project Team and Jury) and users against any liabilities, costs, claims, losses, damages or expenses (including reasonable legal fees) suffered or incurred in relation to a claim from a third party that your application or the use or reproduction of any Application Materials (including in any publicity as anticipated herein) infringes or misappropriates any third party rights (including intellectual property rights).

6.5. Notwithstanding the generality of clause 11.15 and without prejudice to the limitations set out at clause 8, you agree that your sole remedy for any (actual or alleged) infringement or misuse of intellectual property rights related to information provided to us by you, or on your behalf, in relation to these terms and conditions (whether through your application or otherwise) (in each case an "**IP Claim**"), shall be a claim for breach of contract under these terms and conditions in the Singapore courts. You agree that you will not (and you will procure that any project personnel and collaborators, and their and your affiliates will not) bring any IP Claim in any other forum.

6.6. You acknowledge and agree that the restriction on your remedies under clause 6.5 is reasonable and necessary in order to allow us to receive information from entities that may not be our approved and vetted suppliers or partners. Without such restriction, our ability to engage with such entities and operate the GNI Challenge efficiently would be severely restricted.

7. CONFIDENTIALITY

7.1. For the purposes of this clause:

(a) **"Confidential Information"** means information disclosed by (or on behalf of) one party to the other party under these terms and conditions, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was rightfully given to the recipient by a third party without confidentiality obligations; and

(b) **"Business Sensitive Information"** means Confidential Information relating to you, any collaborator or any other third party that is highly sensitive such that disclosure to a competitor would cause substantial harm to you (or your collaborator or other third party).

7.2. The recipient of Confidential Information will not disclose that Confidential Information, except to affiliates, employees, contractors (including members of the GNI Challenge Project Team and Jury), agents, professional advisors, project personnel and collaborators (**"Delegates"**) who need to know it and who have a legal obligation to keep it confidential. The recipient will use the other party's Confidential Information only to exercise rights and fulfill obligations under these terms and conditions or otherwise with the express permission of the disclosing party. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations. The recipient may disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law. The recipient may also disclose Confidential Information during the course of litigation, so long as the disclosure is restricted in the same manner as is the confidential information of other litigating parties.

7.3. You agree that you should not need to disclose Business Sensitive Information to us in connection with these terms and conditions. If you wish to disclose Business Sensitive Information to us then you must first notify us in writing and such disclosure may only take place with our prior written consent and in accordance with our reasonable directions. You will keep any disclosure of such information to a minimum and label such information as being "Highly Confidential" at the time of disclosure.

8. LIMITATION OF LIABILITY

8.1. In this clause 8, **"liable"** and **"liability"** means any liability, whether under contract, tort, or otherwise, including for negligence.

8.2. Subject to clause 8.5 we will not be liable under these terms and conditions for any special, indirect or consequential losses suffered or incurred by you or any third party (including in relation to the rejection of your application or otherwise arising in connection with the application and selection process), whether or not such losses were within the contemplation of the parties at the date of these terms and conditions.

8.3. Subject to clause 8.5, each party's total liability arising out of or relating to these terms and conditions is limited to $10,000.

8.4. Any analysis, criticism, ideas, statements or other comments that are provided by us or by the GNI Challenge Project Team or Jury members about the project or its development are not intended to be specific advice or recommendations about the development of the project, your business, any third party's business or otherwise and should not be treated as such. We will not be liable to you or any third party for any reliance that you or any third party place upon, or

actions that you or any third party take as a result of, any such analysis, criticism, ideas, statements or other comments.

8.5. Nothing in these terms and conditions will exclude or limit either party's liability for: (i) death or personal injury caused by the negligence of that party or its servants, agents or employees, (ii) fraud or fraudulent misrepresentation, (iii) your obligations in relation to the indemnity at clause 6.4; (v) your obligations in relation to clause 6.5; (vi) breach by you of clause 9.1; or (vii) any other liability that cannot be excluded or limited under applicable law.

9. PRIVACY

9.1. **Application to Controller Personal Data**. The provisions of this clause 9 will only apply to the extent that either party discloses controller personal data to the other in connection with this Agreement.

9.2. **Independent Controllers**. Each party:

(a) an independent controller of controller personal data under applicable data protection legislation;

(b) will individually determine the purposes and means of its processing of controller personal data; and

(c) will comply with the obligations applicable to it under the data protection legislation with respect to the processing of controller personal data.

9.3. **Consent.** You warrant and undertake that you will obtain the appropriate consents from the relevant data subjects to allow Google to use such personal data for the purposes of processing your application in compliance with applicable data protection laws.

9.4. **Data Transfers**. Either party may transfer out of a country unless it complies with the provisions on the transfer of personal data to third countries in the respective data protection legislation.

9.5. **Google's Privacy Shield Certification**. As at the date you accept these terms and conditions, the parent company of the Google group, Google LLC, is certified under Privacy Shield on behalf of itself and its wholly-owned U.S. subsidiaries.

10. RIGHT TO CANCEL, MODIFY OR DISQUALIFY

10.1. We reserve the right in our absolute discretion to cancel, terminate, modify or suspend the GNI Challenge or cancel or amend the terms of the application process at any time including:

(a) if the GNI Challenge is not capable of running as planned, for example because of tampering, unauthorized intervention, fraud, technical failures, printing errors, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the GNI Challenge; and

(b) in the event of circumstances beyond Google's reasonable control.

10.2. We reserve the right in our absolute discretion to disqualify and/or refuse further applications from any applicant: (a) who tampers with the application process or any other part of the GNI Challenge or the GNI Challenge website; (b) who submits harmful or abusive material

(including any virus or malicious code) to Google or any Google director, officer, employee or contractor (including via the GNI Challenge email alias); or (c) whose conduct is contrary to the spirit of these terms and conditions or the intention of the GNI Challenge. We may declare as void any or all applications based on such conduct and we reserve the right to seek damages to the fullest extent of the applicable law.

11. GENERAL

11.1. We assume no responsibility for any unsuccessful applications or for any claims, demands or proceedings against you or any third party regarding the content of your application or project.

11.2. If any of the details set out on your application form change after your application form has been submitted (including if you experience a change of control, for example through a stock purchase or sale, merger, or other form of corporate transaction) then you must, within 30 days of such change, notify us at apacgnichallenge@google.com. We reserve the right to require you to resubmit your application in the next application round if, in our absolute discretion, we consider that you have made a significant change to your application request.

11.3. Except by Google to its affiliates, neither party may assign any part of these terms and conditions without the written consent of the other.

11.4. Google may use its affiliates, consultants, and contractors in connection with the performance of its obligations and exercise of its rights under these terms and conditions, provided that those parties are subject to the same obligations as Google.

11.5. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

11.6. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these terms and conditions.

11.7. These terms and conditions do not create any agency, partnership or joint venture between the parties or between Google and any collaborator or project personnel.

11.8. These terms and conditions do not confer any benefits on any third party unless they expressly state otherwise.

11.9. Subject to clause 8.5(ii), these terms and conditions set out all terms agreed between the parties and supersede all other agreements between the parties relating to the subject matter of these terms and conditions. In entering into these terms and conditions neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in these terms and conditions.

11.10. If any term (or part of a term) of these terms and conditions is invalid, illegal or unenforceable, the rest of these terms will remain in effect.

11.11. All sums and calculations referenced in these terms and conditions are in US Dollars ( ). If any sum needs to be converted into another currency, Google will use the exchange rate published by a reputable third party.

11.12. Unless otherwise agreed with Google, all funding shall be paid in US Dollar ( ) and shall be payable only to a bank account in the name of the applicant or Lead Applicant which is capable of receiving payments in US Dollars. Expenses related to the receipt of funding (including bank charges and currency exchange fees) shall not be reimbursed by Google.

11.13. You will make commercially reasonable and good faith efforts to comply with our anti--bribery due diligence process if so requested, including by providing requested information.

11.14. If these terms and conditions are translated into any other language, and there is a discrepancy between the English text and the text of the other language, the English text will govern.

11.15. These terms and conditions are governed by Singapore law and the parties submit to the exclusive jurisdiction of the Singapore courts in relation to any dispute (contractual or non--contractual) concerning these terms and conditions.